

RESOLUTION NO. 91-159

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A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONSORTIUM AGREEMENT WITH SAN JOAQUIN COUNTY FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

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WHEREAS, under the Housing and Community Development Act of 1974, San Joaquin County as an urban County is potentially eligible to receive Home Investment Partnerships Program (HOME) funds equal to or greater than \$750,000, for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing;

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby approves the execution of a Cooperation Agreement with San Joaquin County, as necessary, to become eligible to receive funds under Housing and Urban Development's HOME Program, to be in force through the end of Federal Fiscal Year 1993.

Dated: August 21, 1991

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I hereby certify that Resolution No. 91-159 was passed and adopted by the Lodi City Council in a regular meeting held August 21, 1991 by the following vote:

Ayes: Council Members - Pennino, Pinkerton, Sieglock, Snider
and Hinchman (Mayor)

Noes: Council Members - None

Absent: Council Members - None



Jennifer M. Perrin
Deputy City Clerk

for Alice M. Reimche
City Clerk

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1991, between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITIES of Escalon, Lathrop, Manteca, Ripon, Tracy, duly Incorporated Cities within the County and the City of Lodi and Entitlement City, hereinafter referred to as "CITY" when referring to a single city named above or "CITIES" when referring to more than one of the cities named above.

W I T N E S S E T H:

WHEREAS, the National Affordable Housing Act of 1990. Public Law 101-625, enacted November 28, 1990, provides for the distribution of federal funds through the HOME Investment Partnerships Act to eligible public entities; and

WHEREAS, those public entitles which are eligible to receive said funds are metropolitan cities, urban counties or consortia whose formula allocation for distribution of HOME funds is equal to or greater than \$750,000;

WHEREAS, the COUNTY, having heretofore qualified as an urban county under the Housing and Community Development Act of 1974 and thus is eligible under the formula allocation to receive HOME funds, solicits the cooperation and co-participation of public entitles such as the CITIES in a Consortium for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing; and

WHEREAS, the individual CITIES, not being eligible for a formula allocation equal to or greater than \$750,000, desire to cooperate and co-participate with County in a Consortium for purposes of receiving HOME funds and promoting affordable housing; and

WHEREAS, a Cooperation Agreement by and between CITIES and COUNTY establishes the formal relationship to cooperate and co-participate as a Consortium and is specifically authorized under the provisions of Government Code Section 6502 and 26227; and

WHEREAS, Federal regulations 24 CFR Part 92 governing the Home Investment in Affordable Housing Program state that the cooperation agreement must be completed and submitted by August 1, 1991; and

WHEREAS, CITIES now desire to enter into the instant Cooperation Agreement with the COUNTY so that they may qualify, under applicable provisions of the National Affordable Housing Act and HUD regulations, as co-participants with County in eligible activities under the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereto agree as follows:

1. Purpose: This agreement is for the purpose of enabling the COUNTY and the CITIES to cooperate in undertaking, or assisting in undertaking, public-private partnerships to provide more affordable housing within San Joaquin County through the use of HOME funds to carry out multiyear housing strategies through acquisition, rehabilitation, new construction of housing, tenant-based rental assistance and financing of rental housing and first-time homeowners programs, primarily to benefit low and very low income households.

2. Term: The term of this agreement shall be for the remainder of Federal fiscal year 1991 and for full Federal fiscal years of 1992 and 1993, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. CITIES agree not to withdraw from the Consortium prior to the expiration of Federal fiscal year 1993.

3. Consortium Representative: The COUNTY is authorized to act in a representative capacity for all Consortium member units of general local government for the purposes of the HOME program.

4. (a) Consortium Representative's Responsibility: COUNTY, as designated representative of the Consortium, has the ultimate and overall responsibility, under the Act, and in the view of HUD, for ensuring that the Consortium's HOME program is carried out in compliance with the requirements of 24 CFR Part 92, including the submission of a Program Description for the Use of HOME funds which has been mutually agreed upon by CITIES and COUNTY, and for providing all assurances or certifications required under 24 CFR Part 92. The Program Description sets forth the Consortium's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy) within each of the eligible activity categories. Therefore, COUNTY requires CITIES, and CITIES agree to strict adherence to the Program Description as approved, and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with the County's certifications under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964; and the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970. COUNTY shall not provide HOME funds for activities in, or in support of, any cooperating CITIES that do not affirmatively further fair housing within their own jurisdictions. Nor shall COUNTY provide HOME funds for activities that impede the COUNTY'S actions to comply with its fair housing certification. In addition, the COUNTY and CITIES are responsible for taking all required actions to comply with the provisions of the National Environmental Policy Act of 1969.

(b) City Subject to Same Requirements as Subrecipients: Pursuant to 24 CFR 92.504(a), each CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 92.504(b). COUNTY, as Consortium representative, has the responsibility for ensuring that HOME funds are used in accordance with all program requirements, for determining the adequacy of performance under agreements and procurement contracts, and for taking appropriate action when performance problems arise. Therefore, before disbursing any HOME funds to CITIES or projects in the CITIES, COUNTY will require CITIES, and CITIES agree to enter into a written agreement for each individual project.

5. Affirmative Action: Under COUNTY'S ultimate supervision and responsibility as Consortium representative, Each CITY covenants and agrees that it will abide by and enforce all applicable affirmative action requirements including, but not limited to Executive Order 11246, the Equal Employment Opportunities Act, the San Joaquin County Affirmative Action Plan and local affirmative action plans.

6. County's Responsibility to Cities: In addition to the foregoing obligations, COUNTY agrees:

a. As Consortium representative, COUNTY shall, in preparing future plans under the National Affordable Housing Act, solicit to the extent allowed by the Act and all HUD regulations, CITIES' participation in the development of such future plans which refer to CITIES' activities under the Act.

b. As Consortium representative, COUNTY agrees to distribute funding it receives from the Consortium's current plan application and in future plans, in accordance with the terms and provisions therein contained, or in accordance with such terms and conditions as required by the Act of HUD.

7. Cities Responsibilities to County: In addition to the foregoing obligations:

a. Each CITY agrees to expend any funds received by virtue of any of the Consortium's plans only in accordance with the terms and conditions stated therein, or as amended by HUD.

b. Each CITY agrees to cooperate with COUNTY as Consortium representative in the development of future plan applications for HOME funds under the Act, with regard to affordable housing development activities to be continued or undertaken by each CITY within its boundaries.

8. Local HOME Investment Trust Fund:

a. As Consortium representative, COUNTY must establish a local HOME Investment Trust Fund account.

b. Any repayments of HOME funds and matching contributions and any payment of interest or other return on the investment of HOME funds and matching contributions must be placed in the local HOME Investment Trust Fund account.

c. COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such local HOME Investment Fund monies and COUNTY shall require appropriate recordkeeping and reporting by each CITY as may be needed for this purpose; and

d. In the event of close-out or change in status of any CITY or CITIES, any HOME program income that is on hand or received subsequent to the close-out or change in status shall be paid into the local HOME Investment Trust Fund administered by the COUNTY as Consortium representative. A CITY may elect to have its matching contribution, as available, returned to the CITY or remain in the local HOME Investment Trust Fund for use for other eligible projects.

9. Headings: The headings in this document are merely for the convenience of the parties, and do not form a material part of this document. Headings shall not be considered in the construction of this document.

10. Minor Amendments to the Agreement: Should it become necessary to change the language of this agreement to meet HUD requirements this Agreement may be amended in writing with the written consent of both the City Manager of any affected CITY and the Chairman of the San Joaquin County Board of Supervisors.

All remaining provisions of said agreement shall remain in full force and effect for the term provided herein.

11. Counterparts to this Agreement shall be treated the same as the original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

"COUNTY"

By: _____
GEORGE L. BARBER, Chairman
Board of Supervisors
County of San Joaquin

APPROVED AS TO FORM:
JOHN F. CHEADLE, County Counsel

By: Edward L. Smith

ATTEST: JORETTA J. HAYDE
Clerk of the Board of
Supervisors of the County of
San Joaquin, State of California

By: _____
Deputy Clerk

"CITIES"

By: _____
Mayor
City of Lodi

ATTEST:

City Clerk
City of Lodi

BY: _____
Mayor
City of Manteca

ATTEST:

City Clerk
City of Manteca

"CITIES"

By: _____
Mayor
City of Escalon

ATTEST:

City Clerk
City of Escalon

By: _____
Mayor
City of Lathrop

ATTEST:

City Clerk
City of Lathrop

By: _____
Mayor
City of Ripon

ATTEST:

City Clerk
City of Ripon

BY: _____
Mayor
City of Tracy

ATTEST:

City Clerk
City of Tracy

HOME INVESTMENT PARTNERSHIPS ACT (HOME)

PROGRAM DESIGN/PURPOSE

- HOME is intended to be a locally designed and administered program which:
 - expands the supply of decent, safe, affordable and sanitary housing, with primary attention to **low income rental housing**
 - strengthens the abilities of state/local governments to **design and implement affordable housing strategies**
 - Provides both federal **financial and technical assistance** (including the development of model programs and approaches)
- Federal restrictions on use of funds and program requirements vary by the activity being funded. In general, the legislation places requirements on:

- Eligible uses of funds	- Per unit assistance limits
- Program Benefit requirements	- Matching fund requirements
- The program is intended provide local jurisdictions with a source of funds which can be used to implement locally designed housing programs which best fit local needs. (It in essence replaces a variety of specialized federal housing rehabilitation programs including Rental Rehabilitation, Section 312, Urban Homesteading, and Section 8 New Construction, Substantial Rehabilitation and Moderate Rehabilitation Programs, except for Moderate Rehabilitation SROs).

ELIGIBLE ACTIVITIES

Funds may be used for:

- Rehabilitation (\leq \$25,000/DU)
- Substantial Rehabilitation (\$25,000/DU or more)
- New Construction
- Acquisition
- Site Improvements
- Conversion/Demolition
- Financing Costs/Relocation
- Tenant-based rental subsidies

and may be provided in the form of:

- Loans or grants
- Equity
- Interest subsidies
- Other methods determined by HUD